

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 84	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA118-16-R-0703	
						6. SOLICITATION ISSUE DATE 11-02-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Brandon Caltabilota, Contract Specialist				b. TELEPHONE NO. (No Collect Calls) 732-795-1114	
						8. OFFER DUE DATE/LOCAL TIME 11-09-2015 12:00PM EST	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541614 SIZE STANDARD: \$15.0 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO See Section B.3.		CODE		16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Section B.2. Contract Type: Firm-Fixed-Price Alternate POC: Charles W. Ross, 732-795-1016 Period of Performance is 12 months from date of award, With four 12-month option periods, and one optional task. DRAFT (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Charles W. Ross Contracting Officer		31c. DATE SIGNED	

A.2 GOVERNING LAW.

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 et seq.), the Anti-Deficiency Act (31 U.S.C. § 1341 et seq.), the Competition in Contracting Act (41 U.S.C. § 3301 et seq.), the Prompt Payment Act (31 U.S.C. § 3901 et seq.), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

A.3 NOTICE TO OFFERORS

This is a Draft Solicitation. The Department of Veterans Affairs (VA), Technology Acquisition Center (TAC) is soliciting feedback on this Draft Solicitation to finalize the solicitation that will be used in the upcoming acquisition of transportation logistics and storage services to store backup media of all VA, Office of Information and Technology Microsoft Exchange/Outlook email systems offsite to preserve integrity of data and to prevent damage from fire, water, or accidental erasure.

A.3.1 52.215-3 Solicitation for Planning Purposes (OCT 1997)

- (a) The Government does not intend to award a task order on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.
- (b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of soliciting feedback in anticipation of releasing a final Request for Proposal. The intent of this exercise is two-fold: to share the Government's intent to issue a solicitation and to provide the opportunity to assist the Government in creating the highest quality solicitation possible. Interested parties are encouraged to ask questions and/or identify elements of the solicitation that seem unclear or require editing.

All questions, comments, and suggestions are due no later than Monday, November 9, 2015 at 12:00 P.M. Eastern Standard Time via e-mail submission to Brandon Caltabilota (Brandon.Caltabilota@va.gov), Contract Specialist and Charles W. Ross (Charles.Ross@va.gov), Contracting Officer.

Prior to the issuance of the final solicitation, it is the VA TAC's intent to consolidate all the feedback from this draft and provide responses during a collaborative forum at a date, time, and location to be determined.

(End of provision)

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
A.2 GOVERNING LAW	2
A.3 NOTICE TO OFFERORS	2
A.3.1 52.215-3 Solicitation for Planning Purposes (OCT 1997)	2
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	6
B.1 CONTRACT ADMINISTRATION DATA	6
B.2 PRICE SCHEDULE	7
B.3 PERFORMANCE WORK STATEMENT	25
1.0 BACKGROUND.....	25
2.0 APPLICABLE DOCUMENTS	25
3.0 SCOPE OF WORK	26
4.0 PERFORMANCE DETAILS.....	26
4.1 PERFORMANCE PERIOD	26
4.2 PLACE OF PERFORMANCE	27
4.3 TRAVEL – N/A	27
5.0 SPECIFIC TASKS AND DELIVERABLES	27
5.1 PROJECT MANAGEMENT	27
5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN.....	27
5.1.2 REPORTING REQUIREMENTS	28
5.2 OFFSITE MEDIA STORAGE REQUIREMENT	28
5.2.1 Secure Web Base Inventory System.....	28
5.2.2 Long Term Storage for Litigation Hold Tapes.....	29
5.2.3 Bi-Weekly Transportation and Storage of Backup Media.....	29
5.2.4 Non – Scheduled Transportation and Storage Media.....	30
5.3 OPITIONAL TASK.....	31
5.3.1 Transition Plan (Optional Task).....	31
5.4 Option Period One.....	32
5.5 Option Period Two.....	32
5.6 Option Period Three	32
5.7 Option Period Four	32
6.0 GENERAL REQUIREMENTS.....	32
6.1 ENTERPRISE AND IT FRAMEWORK – N/A.....	32
6.2 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS	32
6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)	32
6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS.....	33
6.3 METHOD AND DISTRIBUTION OF DELIVERABLES	35
6.4 PERFORMANCE METRICS.....	35
6.5 FACILITY/RESOURCE PROVISIONS – N/A.....	36

6.6 GOVERNMENT FURNISHED PROPERTY – N/A.....	36
ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED.....	37
ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE... 40	
SECTION C - CONTRACT CLAUSES	47
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	47
C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015).....	47
C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014).....	48
C.4 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)	54
C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	54
C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	55
C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	55
C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	55
C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)	56
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	58
D.1 WAGE DETERMINATION	58
SECTION E - SOLICITATION PROVISIONS	59
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	59
E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)....	59
E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010).....	60
E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012).....	62
E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	62
E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2014).....	64
E.7 52.216-1 TYPE OF CONTRACT (APR 1984)	79
E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)	79
E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) 79	
E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	80
E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	80
E.12 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)	80
E.13 BASIS FOR AWARD	81
E.14 FACTORS TO BE EVALUATED	81
E.15 EVALUATION APPROACH	81
E.16 PROPOSAL SUBMISSIONS	82

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:
 - a. CONTRACTOR: TBD
 - b. GOVERNMENT: Contracting Officer 0010B Charles W. Ross
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown, New Jersey 07724
2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party
3. INVOICES: Invoices shall be submitted in arrears:
 - a. Quarterly ☐
 - b. Semi-Annually ☐
 - c. Other ☒ [X – Monthly, Refer to Section B.2 Price Schedule]
4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin, Texas 78714-8971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO

DATE

B.2 PRICE SCHEDULE

Please be advised that in accordance with Federal Acquisition Regulation (FAR) Part 2.101, a “day” means, unless otherwise specified, a CALENDER day. Additionally, deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Project Management In accordance with (IAW) paragraph 5.1 of the Performance Work Statement (PWS).	12	MO	Not Separately Price (NSP)	NSP
0001AA	Contract Project Management Plan IAW paragraph 5.1.1 of the PWS. <i>Due 30 days after contract award and updated monthly thereafter.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
0001AB	Monthly Progress Report IAW paragraph 5.1.2 of the PWS. <i>Due the fifth day of each month throughout the period of performance.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	12	EA	NSP	NSP
0002	Offsite Media Storage Requirement IAW paragraph 5.2 of the PWS.	12	MO	\$	\$
0002AA	Long Term Storage Tracking Report	4	EA	NSP	NSP

	<p>IAW paragraph 5.2.2 of the PWS.</p> <p><i>Due quarterly throughout the period of performance.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
0002AB	<p>Bi-Weekly Back-up Media Tracking Report</p> <p>IAW paragraph 5.2.3 of the PWS.</p> <p><i>Due the Monday bi-weekly throughout the period of performance.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	26	EA	NSP	NSP
0003	<p>Non-Scheduled Transportation and Storage Media</p> <p>IAW paragraph 5.2.4 of the PWS.</p> <p><i>Containers shall be returned within four hours of the request.</i></p> <p><i>*This CLIN is to be invoiced on a per trip basis up to 12 trips and only upon the Government's request for a pick-up. The CLIN shall not exceed 12 trips throughout the performance of the base period.</i></p>	*12	EA	\$	\$
0003AA	<p>Non-Scheduled Back-up Media Tracking Report</p> <p>IAW paragraph 5.2.4 of the PWS.</p> <p><i>The cost of this SLIN shall be included in</i></p>	1	LO	NSP	NSP

	<p><i>and allocated to CLIN 0003</i></p> <p><i>Due the two business day after return of Media to the Contractor facility.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
0004	<p>Transition Plan (Optional Task 1)</p> <p>IAW paragraph 5.3.1 of the PWS</p> <p><i>This option may be exercised at the sole discretion of the Government at any time during the period of performance.</i></p> <p><i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item</i></p> <p><i>Period of performance is 120 days from effective date of the optional task.</i></p>	4	MO	NSP	NSP
0004AA	<p>Storage Back-up Media Transition Plan</p> <p>IAW paragraph 5.3.1 of the PWS.</p> <p><i>The cost of this SLIN shall be included in and allocated to CLIN 0004.</i></p> <p><i>Transition plan due 10 days after exercising Optional Task 1.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP
0004AB	Transition Completion Report	1	LO	NSP	NSP

	<p>IAW paragraph 5.3.1 of the PWS.</p> <p><i>The cost of this SLIN shall be included in and allocated to CLIN 0004.</i></p> <p><i>Due at conclusion of optional task 1 (120 days after effective date of optional task 1).</i></p> <p><i>Electronic Submission to: VA PM, COR and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
	Base Period Subtotal				\$
	Base Period Optional Task 1				\$
	Base Period Total (Inclusive of Optional Task)				\$
Option Periods – In the event the Optional Line Items are exercised by the Government in its sole discretion in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Contractor shall provide 12 months of continued services as described in paragraphs 5.1 through 5.3 of the PWS, if exercised.					
	Option Period 1 – <p><i>This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to Extend the Term of the Contract. The 12-month option period to commence at the end of the base period.</i></p>				
	Project Management				
1001	IAW paragraph 5.1 of the PWS.	12	MO	NSP	NSP
	Contract Project Management Plan				
	IAW paragraph 5.1.1 of the PWS.				
	<i>Due 30 days after commencement of option period 1 and updated monthly thereafter.</i>				
1001AA	<i>Electronic Submission to: VA PM, COR,</i>	1	LO	NSP	NSP

	<p>and CO.</p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
1001AB	<p>Monthly Progress Report</p> <p>IAW paragraph 5.1.2 of the PWS.</p> <p><i>Due the fifth day of each month throughout the period of performance.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	12	EA	NSP	NSP
1002	<p>Offsite Media Storage Requirement</p> <p>IAW paragraph 5.2 of the PWS.</p>	12	MO	\$	\$
1002AA	<p>Long Term Storage Tracking Report</p> <p>IAW paragraph 5.2.2 of the PWS.</p> <p><i>Due quarterly throughout the period of performance.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	4	EA	NSP	NSP
1002AB	<p>Bi-Weekly Back-up Media Tracking Report</p> <p>IAW paragraph 5.2.3 of the PWS.</p> <p><i>Due the Monday bi-weekly throughout the period of performance.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p>	26	EA	NSP	NSP

	<i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>				
1003	Non-Scheduled Transportation and Storage Media IAW paragraph 5.2.4 of the PWS. <i>Containers shall be returned within four hours of the request.</i> <i>*This CLIN is to be invoiced on a per trip basis up to 12 trips and only upon the Government's request for a pick-up. The CLIN shall not exceed 12 trips throughout the performance of option period 1.</i>	*12	EA	\$	\$
1003AA	Non-Scheduled Back-up Media Tracking Report IAW paragraph 5.2.4 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 1003</i> <i>Due the two business day after return of Media to the Contractor facility.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
1004	Transition Plan (Optional Task 1) IAW paragraph 5.3.1 of the PWS <i>This option may be exercised at the sole discretion of the Government at any time during the period of performance.</i> <i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity –</i>	4	MO	NSP	NSP

	<i>Separately Priced Line Item</i>				
	<i>Period of performance is 120 days from effective date of the optional task.</i>				
1004AA	Storage Back-up Media Transition Plan IAW paragraph 5.3.1 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 1004.</i> <i>Transition plan due 10 days after exercising Optional Task 1.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
1004AB	Transition Completion Report IAW paragraph 5.3.1 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 1004.</i> <i>Due at conclusion of optional task 1 (120 days after effective date of optional task 1).</i> <i>Electronic Submission to: VA PM, COR and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
	Option Period 1 Subtotal				\$
	Option Period 1 Optional Task 1				\$
	Option Period 1 Total (Inclusive of Optional Task)				\$
	Option Period 2 –				

	<i>This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to Extend the Term of the Contract. The 12-month option period to commence at the end of the first option period, if exercised.</i>				
2001	Project Management IAW paragraph 5.1 of the PWS.	12	MO	NSP	NSP
2001AA	Contract Project Management Plan IAW paragraph 5.1.1 of the PWS. <i>Due 30 days after commencement of option period 2 and updated monthly thereafter.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
2001AB	Monthly Progress Report IAW paragraph 5.1.2 of the PWS. <i>Due the fifth day of each month throughout the period of performance.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	12	EA	NSP	NSP
2002	Offsite Media Storage Requirement IAW paragraph 5.2 of the PWS.	12	MO	\$	\$
2002AA	Long Term Storage Tracking Report IAW paragraph 5.2.2 of the PWS.	4	EA	NSP	NSP

	<p><i>Due quarterly throughout the period of performance.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
2002AB	<p>Bi-Weekly Back-up Media Tracking Report</p> <p>IAW paragraph 5.2.3 of the PWS.</p> <p><i>Due the Monday bi-weekly throughout the period of performance.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	26	EA	NSP	NSP
2003	<p>Non-Scheduled Transportation and Storage Media</p> <p>IAW paragraph 5.2.4 of the PWS.</p> <p><i>Containers shall be returned within four hours of the request.</i></p> <p><i>*This CLIN is to be invoiced on a per trip basis up to 12 trips and only upon the Government's request for a pick-up. The CLIN shall not exceed 12 trips throughout the performance of option period 2.</i></p>	*12	EA	\$	\$
2003AA	<p>Non-Scheduled Back-up Media Tracking Report</p> <p>IAW paragraph 5.2.4 of the PWS.</p> <p><i>The cost of this SLIN shall be included in and allocated to CLIN 2003</i></p>	1	LO	NSP	NSP

	<p><i>Due the two business day after return of Media to the Contractor facility.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
2004	<p>Transition Plan (Optional Task 1)</p> <p>IAW paragraph 5.3.1 of the PWS</p> <p><i>This option may be exercised at the sole discretion of the Government at any time during the period of performance.</i></p> <p><i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item</i></p> <p><i>Period of performance is 120 days from effective date of the optional task.</i></p>	4	MO	NSP	NSP
2004AA	<p>Storage Back-up Media Transition Plan</p> <p>IAW paragraph 5.3.1 of the PWS.</p> <p><i>The cost of this SLIN shall be included in and allocated to CLIN 2004.</i></p> <p><i>Transition plan due 10 days after exercising Optional Task 1.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP
2004AB	<p>Transition Completion Report</p> <p>IAW paragraph 5.3.1 of the PWS.</p>	1	LO	NSP	NSP

	<p><i>The cost of this SLIN shall be included in and allocated to CLIN 2004.</i></p> <p><i>Due at conclusion of optional task 1 (120 days after effective date of optional task 1).</i></p> <p><i>Electronic Submission to: VA PM, COR and CO.</i></p> <p><i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i></p>				
	Option Period 2 Subtotal				\$
	Option Period 2 Optional Task 1				\$
	Option Period 2 Total (Inclusive of Optional Task)				\$
	<p>Option Period 3 –</p> <p><i>This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to Extend the Term of the Contract. The 12-month option period to commence at the end of the second option period, if exercised.</i></p>				
	Project Management				
3001	IAW paragraph 5.1 of the PWS.	12	MO	NSP	NSP
	Contract Project Management Plan				
	IAW paragraph 5.1.1 of the PWS.				
	<i>Due 30 days after commencement of option period 3 and updated monthly thereafter.</i>				
	<i>Electronic Submission to: VA PM, COR, and CO.</i>				
	<i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>				
3001AA		1	LO	NSP	NSP

3001AB	Monthly Progress Report IAW paragraph 5.1.2 of the PWS. <i>Due the fifth day of each month throughout the period of performance.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	12	EA	NSP	NSP
3002	Offsite Media Storage Requirement IAW paragraph 5.2 of the PWS.	12	MO	\$	\$
3002AA	Long Term Storage Tracking Report IAW paragraph 5.2.2 of the PWS. <i>Due quarterly throughout the period of performance.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	4	EA	NSP	NSP
3002AB	Bi-Weekly Back-up Media Tracking Report IAW paragraph 5.2.3 of the PWS. <i>Due the Monday bi-weekly throughout the period of performance.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	26	EA	NSP	NSP

3003	<p>Non-Scheduled Transportation and Storage Media</p> <p>IAW paragraph 5.2.4 of the PWS.</p> <p><i>Containers shall be returned within four hours of the request.</i></p> <p><i>*This CLIN is to be invoiced on a per trip basis up to 12 trips and only upon the Government's request for a pick-up. The CLIN shall not exceed 12 trips throughout the performance of option period 3.</i></p>	*12	EA	\$	\$
3003AA	<p>Non-Scheduled Back-up Media Tracking Report</p> <p>IAW paragraph 5.2.4 of the PWS.</p> <p><i>The cost of this SLIN shall be included in and allocated to CLIN 3003</i></p> <p><i>Due the two business day after return of Media to the Contractor facility.</i></p> <p><i>Electronic Submission to: VA PM, COR, and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>	1	LO	NSP	NSP
3004	<p>Transition Plan (Optional Task 1)</p> <p>IAW paragraph 5.3.1 of the PWS</p> <p><i>This option may be exercised at the sole discretion of the Government at any time during the period of performance.</i></p> <p><i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item</i></p> <p><i>Period of performance is 120 days from</i></p>	4	MO	NSP	NSP

	<i>effective date of the optional task.</i>				
3004AA	Storage Back-up Media Transition Plan IAW paragraph 5.3.1 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 3004.</i> <i>Transition plan due 10 days after exercising Optional Task 1.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
3004AB	Transition Completion Report IAW paragraph 5.3.1 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 3004.</i> <i>Due at conclusion of optional task 1 (120 days after effective date of optional task 1).</i> <i>Electronic Submission to: VA PM, COR and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
	Option Period 3 Subtotal				\$
	Option Period 3 Optional Task 1				\$
	Option Period 3 Total (Inclusive of Optional Task)				\$
	Option Period 4 – <i>This 12-month option period may be exercised in the sole discretion of the Government IAW FAR 52.217-9 Option to</i>				

	<i>Extend the Term of the Contract. The 12-month option period to commence at the end of the third option period, if exercised.</i>				
4001	Project Management IAW paragraph 5.1 of the PWS.	12	MO	NSP	NSP
4001AA	Contract Project Management Plan IAW paragraph 5.1.1 of the PWS. <i>Due 30 days after commencement of option period 4 and updated monthly thereafter.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
4001AB	Monthly Progress Report IAW paragraph 5.1.2 of the PWS. <i>Due the fifth day of each month throughout the period of performance.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	12	EA	NSP	NSP
4002	Offsite Media Storage Requirement IAW paragraph 5.2 of the PWS.	12	MO	\$	\$
4002AA	Long Term Storage Tracking Report IAW paragraph 5.2.2 of the PWS. <i>Due quarterly throughout the period of performance.</i>	4	EA	NSP	NSP

	<i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>				
4002AB	Bi-Weekly Back-up Media Tracking Report IAW paragraph 5.2.3 of the PWS. <i>Due the Monday bi-weekly throughout the period of performance.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	26	EA	NSP	NSP
4003	Non-Scheduled Transportation and Storage Media IAW paragraph 5.2.4 of the PWS. <i>Containers shall be returned within four hours of the request.</i> <i>*This CLIN is to be invoiced on a per trip basis up to 12 trips and only upon the Government's request for a pick-up. The CLIN shall not exceed 12 trips throughout the performance of option period 4.</i>	*12	EA	\$	\$
4003AA	Non-Scheduled Back-up Media Tracking Report IAW paragraph 5.2.4 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 4003</i> <i>Due the two business day after return of Media to the Contractor facility.</i>	1	LO	NSP	NSP

	<i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>				
4004	Transition Plan (Optional Task 1) IAW paragraph 5.3.1 of the PWS <i>This option may be exercised at the sole discretion of the Government at any time during the period of performance.</i> <i>This option may be exercised IAW FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item</i> <i>Period of performance is 120 days from effective date of the optional task.</i>	4	MO	NSP	NSP
4004AA	Storage Back-up Media Transition Plan IAW paragraph 5.3.1 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 4004.</i> <i>Transition plan due 10 days after exercising Optional Task 1.</i> <i>Electronic Submission to: VA PM, COR, and CO.</i> <i>F.O.B.: Destination</i> <i>Inspection/Acceptance: Destination</i>	1	LO	NSP	NSP
4004AB	Transition Completion Report IAW paragraph 5.3.1 of the PWS. <i>The cost of this SLIN shall be included in and allocated to CLIN 4004.</i>	1	LO	NSP	NSP

	<p><i>Due at conclusion of optional task 1 (120 days after effective date of optional task 1).</i></p> <p><i>Electronic Submission to: VA PM, COR and CO.</i></p> <p><i>F.O.B.: Destination</i></p> <p><i>Inspection/Acceptance: Destination</i></p>				
	Option Period 4 Subtotal				\$
	Option Period 4 Optional Task 1				\$
	Option Period 4 Total (Inclusive of Optional Task)				\$
	Contract Total (Including all Options)				\$

B.3 PERFORMANCE WORK STATEMENT

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Enterprise Systems Engineering (ESE), Enterprise Messaging and Collaboration Services (EMCS) is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient information technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/IT systems to meet mission goals.

VA OI&T ESE, EMCS has a continuing requirement to store backup media of all OI&T Exchange Outlook e-mail systems offsite to preserve its integrity and to prevent damage from fire, water or accidental erasure. There is also a continuing requirement (referred to as the Litigation Hold Process) to store all backup tapes for litigation purposes. VA has a continued need for additional offsite physical storage space and transportation services for storing weekly backup media and media subjected to litigation and the requirements of VA's Litigation Hold process.

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. 44 U.S.C. § 3541, "Federal Information Security Management Act (FISMA) of 2002"
2. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements For Cryptographic Modules"
3. FIPS Pub 201-2, "Personal Identity Verification of Federal Employees and Contractors," August 2013
4. 10 U.S.C. § 2224, "Defense Information Assurance Program"
5. Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Development (CMMI-DEV), Version 1.3 November 2010; and Carnegie Mellon Software Engineering Institute, Capability Maturity Model® Integration for Acquisition (CMMI-ACQ), Version 1.3 November 2010
6. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
7. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www1.va.gov/vapubs/>
8. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www1.va.gov/vapubs/>
9. VA Directive and Handbook 6102, "Internet/Intranet Services," July 15, 2008
10. 36 C.F.R. Part 1194 "Electronic and Information Technology Accessibility Standards," July 1, 2003
11. Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," November 28, 2000
12. 32 C.F.R. Part 199, "Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)"
13. An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule, October 2008
14. Sections 504 and 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998
15. Homeland Security Presidential Directive (12) (HSPD-12), August 27, 2004

16. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, , 2012
17. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," September 20, 2012
18. VA Handbook 6500.1, "Electronic Media Sanitization," March 22, 2010
19. VA Handbook 6500.2, "Management of Data Breaches Involving Sensitive Personal Information (SPI)", January 6, 2012
20. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014
21. VA Handbook, 6500.5, "Incorporating Security and Privacy in System Development Lifecycle" March 22, 2010
22. VA Handbook 6500.6, "Contract Security," March 12, 2010
23. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
24. OI&T ProPath Process Methodology (reference <https://www.voa.va.gov/DocumentListPublic.aspx?NodeId=27>) NOTE: In the event of a conflict, OI&T ProPath takes precedence over other processes or methodologies.
25. Technical Reference Model (TRM) (reference at <http://www.va.gov/trm/TRMHomePage.asp>)
26. National Institute Standards and Technology (NIST) Special Publications (SP)
27. VA Directive 6508, VA Privacy Impact Assessment, October 3, 2008
28. VA Directive 6300, Records and Information Management, February 26, 2009
29. VA Handbook, 6300.1, Records Management Procedures, March 24, 2010

3.0 SCOPE OF WORK

The Contractor shall perform the services and accomplish the deliverables described in this Performance Work Statement (PWS). The Contractor shall facilitate the transportation, storage, safeguarding and retrieval of magnetic media for VA OI&T Hines Field Office listed in section 4.2.

4.0 PERFORMANCE DETAILS

The effort shall be proposed on a Firm-Fixed-Price (FFP) basis

4.1 PERFORMANCE PERIOD

The period of performance shall be 12 months from date of award, with four 12-month option periods, and one optional task.

There are 10 Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

4.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed at both Contractor facilities and the VA OI&T Hines Illinois Field Office location. The Contractor shall transport storage back-up media to and from the following VA Location:

Hines:
Department of Veterans Affairs
5th Ave and Roosevelt Road
Building 37 Dock 14
Hines, IL 60141

Bi-Weekly Pickup from Building 37 and:

Department of Veterans Affairs
Building 215
5th Ave and Roosevelt Road
Hines, IL 60141

There will be approximately 450 tapes added per month. This number will increase.

4.3 TRAVEL – N/A

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that describes the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP shall be in the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be approved by the VA Project Manager (PM) and updated monthly thereafter. The Contractor shall update monthly and maintain the VA PM approved CPMP throughout the period of performance

Deliverable:

- A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

The Contractor shall provide the Contracting Officer's Representative (COR) with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding month

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance against the CPMP and report any deviations. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverable:

- A. Monthly Progress Report

5.2 OFFSITE MEDIA STORAGE REQUIREMENT

The Contractor shall securely transport and store back-up media in locked storage containers at its designated sites which allow the Contractor to meet the 4-hour retrieval time as set forth herein at 5.2.4 (for unscheduled delivery) for the Hines OI&T Field Office location listed in section 4.2 as stated in this PWS. Only designated VA OI&T personnel shall have the key to unlock the containers. Currently, VA estimates 32,000 individual tapes are stored at the VA location referenced in section 4.2, which will be required to be transported to the Contractor's location. The Contractor shall operate in the locations listed in section 4.2 of this PWS. The Contractor storage facility shall be waterproof, fire-proof, and secure from damage and theft to VA back-up media stored at their facility. The Contractor shall provide an inventory of storage containers in advance to each site to be filled by VA designated personnel at VA sites. The Contractor shall not have direct contact with VA back-up media. The Contractor shall provide VA access to a searchable secure web base tracking system in accordance with section 5.2.1, which accounts for all locked storage containers to maintain chain of custody requirements to include individual numbered security tags. There are two types of storage to be performed during this contract. The first is the bi-weekly backup media storage which provides scheduled transportation and storage services of backup media bi-weekly at each of the specified sites listed in section 4.2. The second type of storage is back-up media that result from the requirements of VA's Litigation Hold process. Litigation Hold media shall be stored until requested by VA or until this contract expires.

5.2.1 Secure Web Base Inventory System

The Contractor shall provide a secure searchable web base tracking system that shall allow each EMCS staff member at each site to schedule pickups and drop offs. The Contractor shall provide a secure searchable web base tracking system that shall allow each EMCS staff member to search using address, container number, tag number, date, site, and tape number. The Contractor

shall provide at least three EMCS staff members elevated privileges to the secure searchable web base tracking system that shall be able to search across all EMCS sites. The secure web base inventory system shall have reporting capability to generate the status of back-up media transport and storage.

This web base system shall allow for the exporting of data for the customer into a spreadsheet format (comma separated values or MS Excel (2007, 2010)). The web base system shall provide VA capability to electronically verify the authorization of the individuals involved in a back-up media exchange.

5.2.2 Long Term Storage for Litigation Hold Tapes

The Contractor shall securely transport, store and inventory all currently stored backup media pertaining to the Litigation Hold process. The Litigation Hold tapes shall be stored until requested by VA or until this contract expires.

The Contractor shall provide transportation and storage of back-up media pertaining to the Litigation Hold process that has accumulated at the specified locations since October 1, 2007. The Contractor shall provide a tracking system to include individual numbered security tags for each locked storage container to maintain chain of custody requirements. The Contractor shall securely transport back-up media in a dedicated vehicle equipped with a control solution that delivers security with tracking, and auditable chain of custody. Any Contractor personnel involved in the transport and storage of VA back-up media shall have National Agency Check with written Inquiries (NACI) Background Check. The Contractor shall provide assurance that the backup media are protected by security standards. The Contractor shall provide VA with access to a secure website, in accordance with section 5.2.1 of this PWS that shall electronically verify the authorization of the individuals involved in a back-up media exchange. All physical exchanges of back-up media shall occur directly between Contractor personnel transporting the back-up media and VA designated personnel. The Contractor shall not pick up any storage container without VA designated personnel being present. The Contractor shall register all transport and storage activities online for back-up media management, review, and auditing. The Contractor shall provide a secure web base inventory system with reporting capabilities as required in section 5.2.1 that can be used to prove chain of custody. Contractor shall provide a Long Term Storage Tracking Report detailing the inventory tracking of the back-up media in all the locations listed in section 4.2.

The back-up media pertaining to the Litigation Hold process shall only be returned per request by VA. Upon request from an authorized VA OI&T representative, the Contractor shall deliver the requested storage container(s) to the VA facilities indicated in section 4.2 no later than four hours from receipt of the request.

Deliverable:

- A. Long Term Storage Tracking Report

5.2.3 Bi-Weekly Transportation and Storage of Backup Media

The Contractor shall provide scheduled transportation and storage services of backup media bi-weekly at each of the specified sites listed in section 4.2. The specific date of pick up shall be coordinated with each site after the contract is awarded. The Contractor shall provide a tracking system to include individual numbered security tags for each locked storage container to maintain chain of custody requirements. The Contractor shall securely transport back-up media

in a dedicated vehicle equipped with a control solution that delivers security with tracking, and an auditable chain of custody. Any Contractor personnel involved in the transport and storage of VA back-up media shall have NACI Background Check. The Contractor shall store the backup media at Contractor offsite storage facility. The Contractor shall maintain security standards, including providing highly trained personnel, video surveillance and key-card access in order to protect the backup media. The Contractor shall provide VA access to a secure website that shall electronically verify the authorization of the individuals involved in a back-up media exchange. All physical exchanges shall occur directly between Contractor personnel transporting the back-up media and VA designated personnel. The Contractor shall not pick up any storage container without VA designated personnel being present. The Contractor shall register all transport and storage activities online for back-up media management, review, and auditing. The Contractor shall provide reporting capabilities as indicated in section 5.2.1 that can be used to prove chain of custody. The Contractor shall provide a Bi-Weekly Back-up Media Tracking report detailing the tracking and inventory of the back-up media located in all the locations listed in section 4.2.

Deliverable:

- A. Bi-Weekly Back-up Media Tracking Report

5.2.4 Non – Scheduled Transportation and Storage Media

In an emergency, the Government may request the return of bi-weekly back-up media which is outside the scheduled transportation pick-up. The Contractor shall return specifically requested storage containers to VA OI&T representatives at the location requested by the VA OI&T representative and as specified in section 4.2 within four hours of the request. The Contractor shall provide non-scheduled transportation and storage services at each of the specified sites. The specific date(s) of request shall vary. The Contractor shall provide a tracking system to include individual numbered security tags for each locked storage container to maintain chain of custody requirements. The Contractor shall securely transport back-up media in a dedicated vehicle equipped with a control solution with tracking, and auditable chain of custody. Any Contractor personnel involved in the transport and storage of VA back-up media shall have NACI Background Check. The Contractor shall maintain security standards including providing highly trained personnel, video surveillance and key-card access in order to protect the backup media. All exchanges shall occur directly between Contractor personnel transporting the back-up media and VA designated personnel. The Contractor shall not pick up any storage container without VA designated personnel being present. The Contractor shall register all transport and storage activities online for back-up media management and for review and auditing. The Contractor shall provide reporting capabilities as indicated in section 5.2.1 that can be used to prove chain of custody. The Contractor shall return the specifically requested storage containers to the requesting location as specified in Section 4.2, these containers shall be returned to the custody of the Contractor once the data has been retrieved. The return of these containers shall be coordinated between the Contractor and the requesting location until this contract expires. The Contractor shall provide a Report detailing non-scheduled back-up media tracking and inventory.

Deliverable:

- A. Non-Scheduled Back-up Media Tracking Report

5.3 OPITIONAL TASK

5.3.1 Transition Plan (Optional Task)

This task shall only be exercised at the discretion of VA and upon written request from the Contracting Officer. In the event a new Contractor is awarded for this effort in the future and VA exercises this optional task, the Contractor shall coordinate with the future Contract awardee to transition the back-up media storage effort. The Contractor shall develop a Transition Plan detailing the process and standard procedures for transporting and storing the back-up media. The Transition Plan shall identify the scope of the service and overall strategy. The Transition Plan shall ensure that there is no loss or interruption of services to VA during the transition period. During transition VA shall receive the same level of service provided by the Contractor.

The Transition Plan shall include the following information:

1. Scope
2. Transitioning Strategy
3. Service taking into account of VA's requirement
4. Transition Schedule
5. Receivables and Deliverables during each phase
6. Material requirements
7. Transition Governance
 - a) Governance Activities
 - b) Communication with various parties
 - c) Escalation Process
 - d) Status Reporting
 - e) Progress Review Meetings
 - f) Team Meetings
 - g) Milestones
 - h) Resource Management Plan
 - i) Training Process
8. Risk and Mitigation Strategy
9. Budget and Financial Management

The Contractor shall coordinate with future contract awardee to transfer all storage back-up media for each site listed in section 4.2. **Error! Reference source not found..** Upon completion of the back-up media transfer, the Contractor shall provide a Transition Completion Report to document all back-up media have successfully transferred to the new Contractor. The Transition Completion Report shall include date, time, location the contained number, the tag number, the Back-up media name and the Back-up media serial number from both the Contractor and future contract awardee from each site indicated in section 4.2. The transition shall be completed in 120 calendar days.

Deliverables:

- A. Storage Back-up Media Transition Plan
- B. Transition Completion Report

5.4 Option Period One

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

5.5 Option Period Two

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

5.6 Option Period Three

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

5.7 Option Period Four

If the Option Period is exercised by VA, all the tasks in the following sub-sections shall apply: 5.1 through 5.2 and optional task 5.3.1.

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK – N/A

6.2 POSITION/TASK RISK DESIGNATION LEVEL(S) AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
Low / Tier 1	Tier 1 / National Agency Check with Written Inquiries (NACI) A Tier 1/NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate / Tier 2	Tier 2 / Moderate Background Investigation (MBI) A Tier 2/MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
High / Tier 4	Tier 4 / Background Investigation (BI) A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

	Position Sensitivity and Background Investigation Requirements		
<u>Task Number</u>	<u>Tier1 / Low / NACI</u>	<u>Tier 2 / Moderate / MBI</u>	<u>Tier 4 / High / BI</u>
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- The Contractor shall bear the expense of obtaining background investigations.
- Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no

longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.

- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) For a Tier 1/Low Risk designation:
 - a) OF-306
 - b) DVA Memorandum – Electronic Fingerprints
 - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
 - a) OF-306
 - b) VA Form 0710
 - c) DVA Memorandum – Electronic Fingerprints
- f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- i. A Contractor may be granted unescorted access to VA facilities and/or access to VA Information Technology resources (network and/or protected data) with a favorably adjudicated Special Agreement Check (SAC) or "Closed, No Issues" (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed "Contractor Rules of Behavior." However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- l. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

A. Contractor Staff Roster

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels
A. Technical Needs	<ol style="list-style-type: none"> Shows understanding of requirements Efficient and effective in meeting requirements Meets technical needs and mission requirements Offers quality services/products 	Satisfactory or higher
B. Project Milestones and Schedule	<ol style="list-style-type: none"> Quick response capability Products completed, reviewed, delivered in timely manner Notifies customer in advance of potential problems 	Satisfactory or higher
C. Project Staffing	<ol style="list-style-type: none"> Currency of expertise Personnel possess necessary knowledge, skills and abilities to perform tasks 	Satisfactory or higher
D. Value Added	<ol style="list-style-type: none"> Provided valuable service to Government Services/products delivered were of desired quality 	Satisfactory or higher

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels.

6.5 FACILITY/RESOURCE PROVISIONS – N/A

6.6 GOVERNMENT FURNISHED PROPERTY – N/A

ADDENDUM A – ADDITIONAL VA REQUIREMENTS, CONSOLIDATED

A1.0 Physical Security & Safety Requirements:

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A2.0 Confidentiality and Non-Disclosure

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor may have access to Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"). Pursuant to the Privacy and Security Rules, the Contractor must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and EPHI.

1. The Contractor will have access to some privileged and confidential materials of VA. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of VA. Some of these materials are protected by the Privacy Act of 1974 (revised by PL 93-5791) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.
2. The VA Contracting Officer will be the sole authorized official to release in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. The Contractor shall release no information. Any request for information relating to this contract presented to the Contractor shall be submitted to the VA Contracting Officer for response.
3. Contractor personnel recognize that in the performance of this effort, Contractor personnel may receive or have access to sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. Contractor personnel agree to safeguard such information and use the

- information exclusively in the performance of this contract. Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations as enumerated in this section and elsewhere in this Contract and its subparts and appendices.
4. Contractor shall limit access to the minimum number of personnel necessary for contract performance for all information considered sensitive or proprietary in nature. If the Contractor is uncertain of the sensitivity of any information obtained during the performance this contract, the Contractor has a responsibility to ask the VA Contracting Officer.
 5. Contractor shall train all of their employees involved in the performance of this contract on their roles and responsibilities for proper handling and nondisclosure of sensitive VA or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information. The sensitive information transferred, generated, transmitted, or stored herein is for VA benefit and ownership alone.
 6. Contractor shall maintain physical security at all facilities housing the activities performed under this contract, including any Contractor facilities according to VA-approved guidelines and directives. The Contractor shall ensure that security procedures are defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by VA.
 7. Contractor must adhere to the following:
 - a. The use of "thumb drives" or any other medium for transport of information is expressly prohibited.
 - b. Controlled access to system and security software and documentation.
 - c. Recording, monitoring, and control of passwords and privileges.
 - d. All terminated personnel are denied physical and electronic access to all data, program listings, data processing equipment and systems.
 - e. VA, as well as any Contractor (or Subcontractor) systems used to support development, provide the capability to cancel immediately all access privileges and authorizations upon employee termination.
 - f. Contractor PM and VA PM are informed within twenty-four (24) hours of any employee termination.
 - g. Acquisition sensitive information shall be marked "Acquisition Sensitive" and shall be handled as "For Official Use Only (FOUO)".
 - h. Contractor does not require access to classified data.
 8. Regulatory standard of conduct governs all personnel directly and indirectly involved in procurements. All personnel engaged in procurement and related activities shall conduct business in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. The general rule is to strictly avoid any conflict of interest or even the appearance of a conflict of interest in VA/Contractor relationships.
 9. VA Form 0752 shall be completed by all Contractor employees working on this contract, and shall be provided to the CO before any work is performed. In the case that Contractor personnel are replaced in the future, their replacements shall complete VA Form 0752 prior to beginning work.

A3.0 INFORMATION TECHNOLOGY USING ENERGY-EFFICIENT PRODUCTS

The Contractor shall comply with Sections 524 and Sections 525 of the Energy Independence and Security Act of 2007; Section 104 of the Energy Policy Act of 2005; Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," dated October 5, 2009; Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," dated January 24, 2007; Executive Order 13221, "Energy-Efficient Standby Power Devices," dated August 2, 2001; and the Federal Acquisition Regulation (FAR) to provide ENERGY STAR®, FEMP designated, low standby power, and Electronic Product Environmental Assessment Tool (EPEAT) registered products in providing information technology products and/or services.

The Contractor shall ensure that information technology products are procured and/or services are performed with products that meet and/or exceed ENERGY STAR, FEMP designated, low standby power, and EPEAT guidelines. The Contractor shall provide/use products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. Specifically, the Contractor shall:

1. Provide/use ENERGY STAR products, as specified at www.energystar.gov/products (contains complete product specifications and updated lists of qualifying products).
2. Provide/use the purchasing specifications listed for FEMP designated products at www.femp.energy.gov/procurement. The Contractor shall use the low standby power products specified at <http://energy.gov/eere/femp/low-standby-power-products>.
3. Provide/use EPEAT registered products as specified at www.epeat.net. At a minimum, the Contractor shall acquire EPEAT® Bronze registered products. EPEAT registered products are required to meet the technical specifications of ENERGY STAR, but are not automatically on the ENERGY STAR qualified product lists. The Contractor shall ensure that applicable products are on both the EPEAT Registry and ENERGY STAR Qualified Product Lists.
4. The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

The following is a list of information technology products for which ENERGY STAR, FEMP designated, low standby power, and EPEAT registered products are available:

1. Computer Desktops, Laptops, Notebooks, Displays, Monitors, Integrated Desktop Computers, Workstation Desktops, Thin Clients, Disk Drives
2. Imaging Equipment (Printers Copiers, Multi-Function Devices, Scanners, Fax Machines, Digital Duplicators, Mailing Machines)
3. Televisions, Multimedia Projectors

This list is continually evolving, and as a result is not all-inclusive.

ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

APPLICABLE PARAGRAPHS TAILORED FROM: *THE VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE, VA HANDBOOK 6500.6, APPENDIX C, MARCH 12, 2010*

B1. GENERAL

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A Contractor/Subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, Subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All Contractors, Subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates (e.g. Business Associate Agreement, Section 3G), the Contractor/Subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The Contractor or Subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the Contractor or Subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor or Subcontractor prior to an unfriendly termination.

B3. VA INFORMATION CUSTODIAL LANGUAGE

1. Information made available to the Contractor or Subcontractor by VA for the performance or administration of this contract or information developed by the Contractor/Subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of VA. This clause expressly limits the Contractor/Subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

2. VA information should not be co-mingled, if possible, with any other data on the Contractor/Subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA information is returned to VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of Contractor and Subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

3. Prior to termination or completion of this contract, Contractor/Subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a Contractor/Subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

4. The Contractor/Subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

5. The Contractor/Subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/Subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/Subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

6. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7. If a VHA contract is terminated for cause, the associated Business Associate Agreement (BAA) must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

8. The Contractor/Subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

9. The Contractor/Subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA minimum requirements. VA Configuration Guidelines are available upon request.

10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor/Subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA prior written approval. The Contractor/Subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

11. Notwithstanding the provision above, the Contractor/Subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor/Subcontractor is in receipt of a court order or other requests for the above mentioned information, that Contractor/Subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or a Memorandum of Understanding-Interconnection Service Agreement (MOU-ISA) for system interconnection, the Contractor/Subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT – N/A

B5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE – N/A

B6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/Subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/Subcontractor has access.

b. To the extent known by the Contractor/Subcontractor, the Contractor/Subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/Subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the Contractor/Subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its Subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/Subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

B7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/Subcontractor processes or maintains under this contract.

b. The Contractor/Subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- 1) Nature of the event (loss, theft, unauthorized access);
- 2) Description of the event, including:
 - a) date of occurrence;
 - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- 3) Number of individuals affected or potentially affected;
- 4) Names of individuals or groups affected or potentially affected;
- 5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- 6) Amount of time the data has been out of VA control;
- 7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- 8) Known misuses of data containing sensitive personal information, if any;

- 9) Assessment of the potential harm to the affected individuals;
- 10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- 11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- 1) Notification;
- 2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- 3) Data breach analysis;
- 4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- 5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- 6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B8. SECURITY CONTROLS COMPLIANCE TESTING – N/A

B9. TRAINING

- a. All Contractor employees and Subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- 1) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* course (TMS #10176) and complete this required privacy and security training annually; Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems.

- 2) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

- b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and electronically sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

7.0 **INSPECTION and ACCEPTANCE / Free on board (FOB) for Shipped Deliverables**

Inspection and acceptance shall be at destination and FOB shall be N/A.

Ship to address is:

Primary:

Name: Ken Blum
 Address: Hines OI&T Field Office
 Edward Hines, Jr. VA Hospital
 5000 S. 5th Avenue, Bldg 37, RM 128Mail Code 005OP2
 Voice: 708-410-4026
 Mobile: 518-542-9635
 Email: Ken.Blum@va.gov

Alternate:

Name: Jerry Taylor
 Address: 5109 NE 82nd Avenue, Suite 200 - Room 201
 Vancouver, WA 98662
 Voice: 360-816-6182/ (518) 209-5677
 Email: Jerry.Taylor4@va.gov

Special Shipping Instructions:

Prior to shipping, Contractor shall notify Site POCs, by phone followed by email, of all incoming deliveries including line-by-line details for review of requirements. Contractor shall not make any changes to the delivery schedule at the request of Site POC.

Contractors shall coordinate deliveries with Site POCs before shipment of back-up media containers to ensure sites have adequate storage space.

All shipments, either single or multiple container deliveries, will bear the VA Purchase Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA PO number shall indicate total number of containers for the complete shipment (i.e. "Package 1 of 2"), clearly readable on manifests and external shipping labels.

Packing Slips/Labels and Lists shall also include the following:

IFCAP PO #: ____TBD____ (i.e., 166-E11234 (the IFCAP PO number is located in block #20 of the SF 1449))

Total number of Containers: Package ____ of _____. (i.e., Package 1 of 3)

8.0 **POINTS OF CONTACT**

VA Program Manager & Contracting Officers Representative:

Name: Jerry Taylor

Address: 5109 NE 82nd Avenue, Suite 200 - Room 201
Vancouver, WA 98662

Voice: 360-816-6182/ (518) 209-5677

Email: Jerry.Taylor4@va.gov

VA Contracting Officer:

Name: Charles W. Ross

Address: U.S. Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown, NJ 07724

Voice: 732-795-1016

Email: Charles.Ross@va.gov

VA Contract Specialist:

Name: Brandon Caltabilota

Address: U.S. Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown, NJ 07724

Voice: 732-795-1114

Email: Brandon.Caltabilota@va.gov

SECTION C - CONTRACT CLAUSES**C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

- (a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

- [] (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
 - [] (ii) Alternate I (JUN 2014) of 52.223-16.
- [X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [] (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [] (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - [] (ii) Alternate I (MAY 2014) of 52.225-3.
 - [] (iii) Alternate II (MAY 2014) of 52.225-3.
 - [] (iv) Alternate III (MAY 2014) of 52.225-3.
- [] (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- [] (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [] (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [] (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [] (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [] (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- [] (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

☐ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
 - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - (x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.4 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items, 0004, 1004, 2004, 3004, 4004, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at any time during the performance of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time during the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10-days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

- (a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.
- (b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.
- (c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

- (a) *Definitions.* As used in this clause—

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

- (2) *Invoice payment* has the meaning given in FAR 32.001.

- (3) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.
- (b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
- (c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:
- (1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)
 - (2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.
- (d) *Invoice requirements.* Invoices shall comply with FAR 32.905.
- (e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:
- (1) Awards made to foreign vendors for work performed outside the United States;
 - (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
 - (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
 - (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
 - (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that

occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the States in which this contract is being performed. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION

The Department of Labor (DOL) Wage Determination for the specific locality applies to this solicitation and any contract awarded is available at www.wdol.gov. Please note the listing below is not all inclusive wage determination of each area of performance. It is the contractor's responsible to obtain and evaluate each wage determination locality.

- Wage Determination No.: WD 95-0847 (Rev.-26) was first posted on www.wdol.gov on 07/08/2015

See attached document: Attachment 001 - Wage Determination WD 95-0847 (Rev 26).

SECTION E - SOLICITATION PROVISIONS**E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

(End of Provision)

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

- (a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

- (a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that-
- (1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.
 - (2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that-
- (1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 - (2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

- (a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and

- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and

unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .
- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

- (i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming

disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

- (i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

- (i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani,

Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

- (3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
 - (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
 - (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:

- (A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 Name _____.
 TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown, NJ 07724

Mailing Address:

Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown, NJ 07724

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

- (a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.

- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.12 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

E.13 BASIS FOR AWARD

Award will be made to the lowest priced, technically acceptable proposal. To receive consideration for award, a rating of Acceptable must be achieved for the Technical Factor.

E.14 FACTORS TO BE EVALUATED

1. PRICE
2. TECHNICAL

E.15 EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel. The Government intends to award without discussions based upon the initial evaluation of proposals, as detailed below.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all Offerors. Thereafter, the Government will evaluate the technical proposal of the lowest priced Offeror only. If the lowest priced Offeror's technical proposal is determined to be rated as Acceptable, the Government may make award to that Offeror without further evaluation of the remaining Offerors' technical proposals. If the lowest priced Offeror's technical proposal is determined to be rated as Unacceptable, then the Government may evaluate the next lowest priced technical proposal, and so forth and so on, until the Government reaches the lowest priced technical proposal that is determined to be rated as Acceptable. However, the Government reserves the right to evaluate all Offerors' technical proposals should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

1. PRICE EVALUATION APPROACH

The Government will evaluate offers by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

2. TECHNICAL EVALUATION APPROACH

The evaluation process will consider whether the proposal demonstrates a clear understanding of the technical features involved in meeting the solicitation requirements and whether the Offeror's methods and approach have adequately and completely considered, defined and satisfied the requirements in the Solicitation.

E.16 PROPOSAL SUBMISSIONS

1. INTRODUCTION

The Offeror's proposal shall be submitted electronically via the Virtual Office of Acquisition (VOA) in the files set forth below by the date and time indicated in the Solicitation. Proposals submitted by any other method will not be considered. The Offeror's proposal shall consist of three volumes. The Volumes are I – Price, II – Technical, and III - Solicitation, Offer and Award Documents and Certifications/Representations. The use of hyperlinks or embedded attachments in proposals is prohibited. Accordingly, any information contained within an embedded attachment and/or hyperlink will neither be accessed nor evaluated. File sizes shall not exceed 100MB. The web address for the VOA site is <https://www.voa.va.gov/>. Offerors will be required to be registered users on the VOA website in order to submit proposals. Once registered, Offerors can click on the Proposal Dashboard link and within that link click on Add Proposal to open up the form to upload files. The Proposal Type drop down field should be changed to VA118-16-R-0703 to reflect the solicitation being proposed against. For registration or technical issues concerning proposal submission, contact voahelp@va.gov. **WARNING: Please do not wait until the last minute to submit your proposals! Late proposals will not be accepted for evaluation. To avoid submission of late proposals, we recommend the transmission of your complete proposal file 24 hours prior to the required proposal due date and time. Please be advised that timeliness is determined by the date and time an Offeror's complete proposal is received by the Government, not when an Offeror attempted transmission. Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.**

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

- a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the

margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

- b. File Packaging. All of the proposal files may be compressed (zipped) into one file entitled “proposal.zip” using WinZip version 6.2 or later version or the proposal files may be submitted individually.
- c. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations*
Volume I	Price	Price.xls	None
Volume II	Technical	Tech.pdf	25 pages
Volume III	Solicitation, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

Any Cover Page, Table of Contents, and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror’s proposal will not be evaluated by the Government.

See also Federal Acquisition Regulation 52.212-1, Instructions to Offerors – Commercial Items.

(i) VOLUME I – PRICE FACTOR

- a. The Offeror shall complete the Schedule of Supplies/Services in section B.2 “Price Schedule” of the solicitation.
- b. All Offerors should propose using an estimated award date of November 30, 2015.

(ii) VOLUME II – TECHNICAL FACTOR

- a. The technical proposal shall demonstrate that it is capable of meeting the following aspects of the Performance Work Statement (PWS), as delineated below. The Offeror shall propose a detailed approach to:
 - (1) Providing the inventorying, securing, transporting and storing backup media, including the storage of both bi-weekly media and the storage of backup media that results from the Litigation Hold Memo;

- (2) Addressing the requirements of bi-weekly transportation and storage of backup media as set-forth in section 5.2.3 of the PWS;
 - (3) Provide a detailed approach to how you would process non-scheduled transportation of backup media as set forth in PWS 5.2.4. Specifically address the ability to meet the four hour response time for non-scheduled transportation;
 - (4) Providing a detailed description of the offeror's web interface solution for inventory control as set forth in PWS 5.2.1, including but not limited to the search ability and security of the web interface;
- a. Seamlessly transfer currently stored backup media to its facilities as set forth in PWS 5.2.2.

(iii) VOLUME III - SOLICITATION, OFFER AND AWARD DOCUMENTS AND
CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any.
- b. Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. However, please be advised that any Offeror-imposed terms and conditions and/or assumption which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.